



RICHARD SANCHEZ  
CHIEF INFORMATION OFFICER

# COUNTY OF LOS ANGELES CHIEF INFORMATION OFFICE

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# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

March 08, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

15 March 8, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

Dear Supervisors:

## AMENDMENT NO. 2 TO AGREEMENT NUMBER 78077 WITH PICTOMETRY INTERNATIONAL CORPORATION FOR INCREASED POOL DOLLARS (ALL DISTRICTS) (3 VOTES)

### SUBJECT

The Chief Information Office is requesting Board approval of Amendment No. 2 with Pictometry International Corporation to the existing Agreement Number 78077 to increase the pool dollars limit.

### IT IS RECOMMENDED THAT THE BOARD:

Approve and authorize the Chief Information Officer, or his designee, to execute Amendment No. 2 (Amendment) to Agreement Number 78077 (Agreement) with Pictometry International Corporation (Pictometry). The Amendment (Attachment A) will increase contract pool dollars for use by Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) participants for optional work by \$300,000.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement's original \$200,000 pool dollars that enabled LAR-IAC participants to acquire additional products and services from Pictometry has been exhausted.

Increasing the pool dollar amount by \$300,000 will enable LAR-IAC participants and the County to acquire the services below from Pictometry. The LAR-IAC participants listed will pay for these services.

LA City – Enhanced detail for LA City building outlines.....	\$ 20,830.70
Public Works – Watershed delineation pilot .....	\$ 46,768.20

Public Works – Street-level imagery of flood control channels.....	\$ 30,075.00
ISD Sustainability – Delineation of parking lots for solar car port analysis.....	\$132,513.55
LAR-IAC – Additional Pictometry gateway access to Oblique Imagery.....	\$ 2,000.00
Total.....	\$232,187.45

This Amendment also includes, at no additional charge, the “Disaster Response Program,” whereby Pictometry, upon request of the County, will acquire up to 200 square miles of imagery during disaster events.

### **Implementation of Strategic Plan Goals**

LAR-IAC4 supports the following County Strategic Goals:

- Service Excellence

The acquired data will assist in providing the public with personalized spatially specific information and direct services through web-based spatially enabled imagery (land use, law enforcement, access to County service locations, etc.).

- Fiscal Responsibility

By sharing the cost for acquiring digital aerial acquisition services, the County will save 40% over the cost of obtaining this necessary terrain data independently.

### **FISCAL IMPACT/FINANCING**

All optional work is funded by participants or through existing Enterprise GIS funds; therefore, no additional County funds are required. The additional pool dollars will increase the maximum contract amount from \$3,878,574 to \$4,178,574.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Amendment has been reviewed and approved as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no negative impact by this Amendment. Approval will increase available pool dollars and provide access to the Disaster Response Program.

### **CONCLUSION**

Increasing the pool dollars in the LAR-IAC contract will continue to achieve the goal of cost saving and increased benefits to our constituents through meaningful public agency collaboration and partnerships.

The Honorable Board of Supervisors

3/8/2016

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Respectfully submitted,

A handwritten signature in black ink that reads "Richard Sanchez". The signature is written in a cursive style with a long, sweeping underline.

RICHARD SANCHEZ

Chief Information Officer

RS:MG:pa

Enclosures

c: Chief Executive Office  
Executive Office, Board of Supervisors  
County Counsel

**ATTACHMENT A**  
**AMENDMENT NUMBER TWO**

**AMENDMENT NUMBER TWO  
TO  
AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
PICTOMETRY INTERNATIONAL CORP.  
FOR  
DIGITAL AERIAL DATA**

This Amendment Number Two is entered this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County"), and Pictometry International Corp, a Delaware corporation (hereinafter "Contractor") and amends that certain Agreement for Digital Aerial Data dated December 3, 2013 (hereinafter "Agreement").

**WHEREAS**, County and Contractor entered into the Agreement, which was approved and executed by County's Board of Supervisors on December 3, 2013; and

**WHEREAS**, the Agreement was amended by Amendment Number One to, among other things, acquire additional digital aerial data products and increase the Maximum Contract Sum under the Agreement accordingly by delegated authority to County's Chief Information Officer (hereinafter "CIO") pursuant to Paragraph 4.3 (Amendments) of the Base Agreement under the Agreement; and

**WHEREAS**, the parties now wish to further amend the Agreement to, among other things as listed below, increase the amount of Pool Dollars allocated for the term of the Agreement for acquiring certain optional digital aerial data products and services by \$300,000.00 and to increase the Maximum Contract Sum under the Agreement accordingly.

**NOW, THEREFORE**, in consideration of the foregoing and pursuant to Paragraph 4 (Changes Notices and Amendments) of the Base Agreement, Contractor and County hereby agree to amend the Agreement as follows:

1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. Paragraph 8.1 (Maximum Contract Sum) of the Agreement is hereby deleted in its entirety and replaced with revised Paragraph 8.1 (Maximum Contract Sum) to read as follows:

**8.1 MAXIMUM CONTRACT SUM**

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4. If County does not approve Work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed Four Million One Hundred Seventy Eight Thousand Five Hundred Seventy Three dollars and Eighty-Five Cents (\$4,178,573.85), as further detailed in Section 5 (Scope of Work - Schedule of Payments) of Exhibit A (Scope of Work), unless the Contract Sum is modified pursuant to a duly

approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Change Notices and Amendments). The Contract Sum under this Agreement shall cover the authorized payments for all Work provided by Contractor, including the Required Work and any Optional Work.

3. Paragraph 5 (Schedule of Payments) of Exhibit A (Scope of Work) to the Agreement is hereby deleted in its entirety and replaced with revised Paragraph 5 (Schedule of Payments) of Exhibit A (Scope of Work) to read as follows:

#### **5. SCHEDULE OF PAYMENTS**

The Contract Sum includes amounts allocated for the following components of Work to be provided by Contractor to County during the term of the Agreement:

Scope of Work – Oblique Images	\$1,169,057.50
Scope of Work – Orthogonal Images	\$ 757,038.35
Scope of Work – Building Representations	\$135,000.00
Scope of Work – Digital Terrain Data	\$1,617,478.00
Optional Work (Pool Dollars)	\$500,000.00

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<b>TOTAL:</b>	<b>\$4,178,573.85</b>
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4. Paragraph 6 (RapidAccess) is hereby added to Exhibit A (Scope of Work) to the Agreement to read as follows:

#### **6. RAPIDACCESS – DISASTER RESPONSE PROGRAM (DRP)**

During the term of the Agreement, County is eligible for the RapidAccess - Disaster Response Program (DRP) as described below. Following payment to Contractor of amounts due with respect to each aerial imagery flight, County will be eligible for the then-current DRP for a period of two (2) years from delivery of each such aerial imagery flight. County must be in good-standing with Contractor to maintain eligibility for DRP.

**6.1 Disaster Coverage Imagery at No Additional Charge** – Contractor will, upon request of County and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Contractor) upon the occurrence of any of the following events during any period County is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

**6.2 Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Contractor resource availability, offered to County at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Contractor resource availability, offered to County at the then current DRP rates.

**6.3 Online Services – Use of Pictometry Connect Explorer™** – Contractor’s DRP includes the use of Connect Explorer for a term of ninety (90) days from the date of delivery of the DRP imagery. County shall have access to the DRP imagery for as long as County maintains an active Connect account.

5. Except as provided in this Amendment Number Two, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Amendment Number Two to be effective the day, month and year first above written.

**CONTRACTOR: Pictometry International Corp.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Richard Sanchez  
Chief Information Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
VICTORIA MANSOURIAN  
Principal Deputy County Counsel